

**CITY OF SAN DIEGO**  
**Architectural Engineering & Contracts Division**  

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**CONTRACTS PROCESSING SECTION**



**WP & Editorial Guidelines**  
**For**  
**Project Engineers/Managers**

**Architectural Engineering & Contracts Division**  
**1010 Second Avenue, Suite 500**  
**San Diego, CA 92101**  
**Phone 619-533-4464**

**09/17/07**

## **PURPOSE:**

These basic guidelines have been established in order to standardize and improve consistency in the format and style of contracts. Once implemented, projects will move faster through Contract Processing benefiting the Projects. Please follow them as much as possible. Contract Processing will reject and return incomplete and non-complying contracts to the PM.

## **STANDARD DOCUMENT FORMAT**

FONT STYLE:	Times New Roman
FONT SIZE:	11 points
ALIGNMENT	Justified (Standard tool bar: go to Format/Paragraph/Indents and Spacing/General/Alignment)
MARGINS:	1" – Top 1" – Bottom 1" – Right Side 1.25" – Left Side (when printed double sided)
TAB:	5 space increments from left
SOFTWARE:	MS Word 2002

## **BID ITEM LIST**

Submit Bid Item List in MS Excel spreadsheet format as a separate file. Each Pay Item must have a reference to the Specs. Subsection # where the payment clause is. This information will be listed under a separate column.

## **TABLE OF CONTENTS**

Contract Processing (C/P) will add a summary version of Table of Contents (TOC). See Example. If a detailed TOC is required, create one before submitting the contract. C/P will check and adjust if necessary.

## **ADDENDUM**

The purpose of the addendum is to reflect the unforeseen changes as deemed necessary and vital for the contract after the start of advertisement. The changes should be restricted to what they are believed to be intended for the clarification and simplification of the contract. Addendum should not be used for re-designing the projects usually manifested by large addendum.

**Always ask for the latest Addendum shell from P&C.**

## INDIVIDUAL PARTS OF TECHNICALS

The section number and name should be aligned at top of page and centered, see below:

### SECTION 01600 - MATERIALS AND EQUIPMENT

The information should be organized and divided into sections and subsections or subparts for clarity. For specific requirements refer to the GREENBOOK Editorial Guidelines incorporated into this document.

## HEADERS

Headers required where necessary.

## FOOTERS

Follow the default Footer format that is included in the boilers received and complete the blanks. See example below):

PROJECT TITLE	SUBSECTION (DOC.) TITLE, Version (Date)
Secondary Pg #	Primary Pg #

Title page of each distinct document must fall on the right side.

## APPLICATION OF PAGE AND SECTION BREAKS

A contract document will most likely be broken up into many MS Word sections in order to accommodate different HEADERS/FOOTERS.

To separate the information in a contract document, use the “Page Break” and “Section Break (Next Page)” break. (Found on the standard tool bar: go to: Insert/Break/Break Types, select Page Break or Insert/Break/Section Break Types: select Next Page)

The “Page Break” is often used when you continue with a same section but are not able to fit all text into a one page document.

The “Section Break (Next Page)” is for when you would like to start both a new page and a new section.

The “Section Break (Continuous)” is for when the TEXT Requires a Different format (such as when two Columns are needed). Do NOT use for Tables or Graphics or any other information.

NOTE: To view what breaks are being incorporated into the document you will need to have the Show/Hide Symbol turned on which looks like the following (¶) on the Standard Tool Bar.

## ATTACHMENTS

Submit all appendices and technical specifications electronically in MS Word unless they are available only in PDF format and do not require further changes by Contract Processing

### **CONTRACT PROCESSING PTFALLS**

Each Master Mark Up takes a bout 2-3 weeks of processing time. To avoid delays it is our goal to limit the number of reviews to only 2. Following is a list of potential pitfalls that must be noted.

1. **Premature Submittal** – Do not submit Contract Packages unless they have been determined to be 100% complete and ready for advertisement. Submitting packages early to just get things started has a negative impact and causes delays.
2. **Lack of Review of Consultant Work** – The work of Consultant must be reviewed by the PM staff prior to submittal. Some consultants do not follow the City's procedures as they are not familiar with them.
3. **Editorial Changes** – Design staff may edit the standard language for their projects. Changes to the general requirements must be approved by Standards and Quality Section. Technical changes may be submitted for cursory and editorial review, as well. However, staff must follow the standard guidelines developed for special provisions included here.
4. **Misunderstanding SE's Role** – SE's role is limited to review for general compliance with the standards of practice. It does not cover detailed cover-to-cover review and design suggestions.
5. **Total Reliance on Specifications Automation Software** – The design staff may generate their specs. by any means they find best. However, total reliance on computer and limited reviews and checks by design staff is a dangerous practice and must be avoided.
6. **Total Reliance on Quality Control Reviews** – We have a variety of quality control reviews in place. However, they do not substitute for the close attention to details by staff and doing a complete design work. Expecting the reviews to catch the errors and omissions is not realistic and will cause delays.
7. **Wrong SSP** – Always contact the C/P Group for the latest appropriate contract language and SSPs because contract requirements are dynamic though they are called boiler and standards. Do not recycle an existing project for a new project!
8. **Outdated SSP** – City regularly adopts GB and other standards usually every 3 years and issues its own updates and supplements most likely more frequently. It is the intention to follow a regular schedule. Please keep this and the grace periods in mind as you schedule your work.
9. **Noncompliance with WP Guidelines** – This document has been prepared to ensure uniformity and ease of contract processing. The requirements must be followed; otherwise, the project may be delayed to make the corrections.

### **RUSH PROJECTS**

Contracts that need to be expedited must be requested via a memo from the client Deputy Director to the E&CP Deputy Director. The memo should explain why the project must be expedited. Keep in mind that the memos can be effective only up to a point as the resources are limited. In other words, it will not be effective if everyone's contract is submitted with a "rush memo."

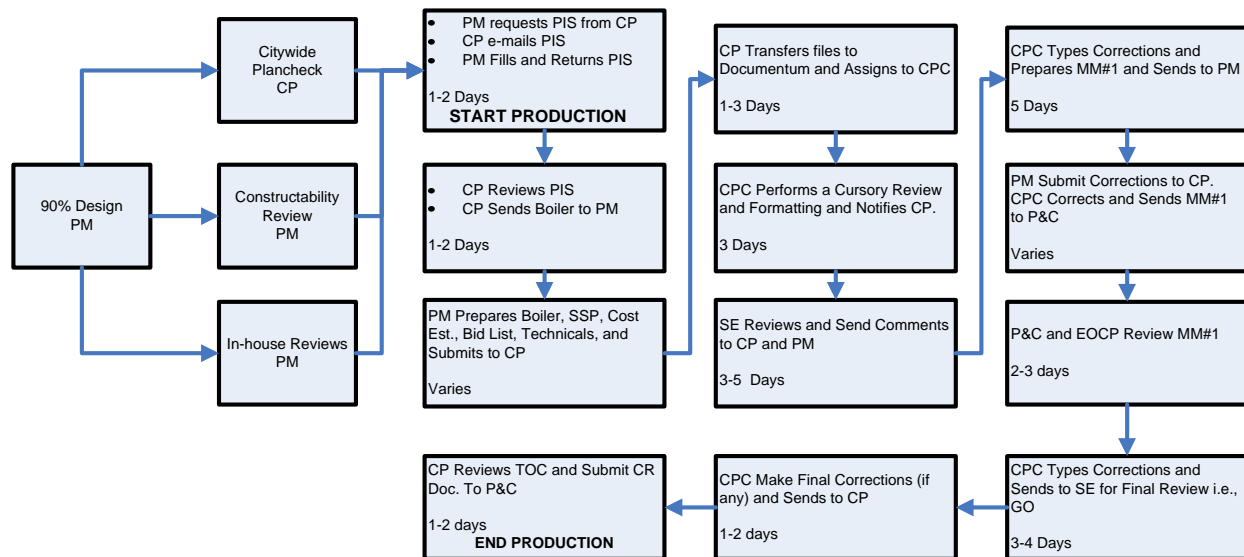
**TRACK CHANGES**

Turn on the “Track Changes” function of the MS Word when you edit the boilers received from Contract Processing. It will speed up the process by allowing the SE review the changes made quicker. As an alternate clearly show the deletions and additions with Strike Out and Highlighting.

## Example – Typical Table of Contents

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
NOTICE INVITING BIDS .....	1 THROUGH 3
INSTRUCTIONS TO BIDDERS .....	1 THROUGH 12
NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL, WAGE RATES, AND APPRENTICES ON PUBLIC WORKS.....	13
BIDDING DOCUMENTS	
PROPOSAL .....	B-1 THROUGH B-2
BID BOND.....	B-3(1)
PROPOSAL .....	B-4(1) THROUGH B-4(2)
SUBCONTRACTORS.....	B-5(1)
SUPPLIERS/VENDORS .....	B-5(3)
CERTIFICATION REGARDING COMPLAINTS FILED OR PENDING ALLEGING BIDDER DISCRIMINATION .....	B-6(1)
SECTION C - CONTRACT FORMS.....	C-1 THROUGH C-2
DRUG-FREE WORKPLACE - CONTRACTOR CERTIFICATION .....	C-4(1)
AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE - CONTRACTOR CERTIFICATION .....	C-4(2)
EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS .....	EOCP - 1 THROUGH EOCP – 7 Attachment “AA” THROUGH Attachment “CC”
EQUAL OPPORTUNITY CONTRACTING PROGRAM -	
SUBCONTRACTING OUTREACH PROGRAM REQUIREMENTS .....	OUTREACH -1 THROUGH OUTREACH - 8
AFFIDAVIT OF DISPOSAL .....	F - 1
PHASE FUNDING SCHEDULE .....	G - 1
PART 1 - SPECIAL PROVISIONS - GENERAL .....	1 THROUGH 59
PART 1 - SUPPLEMENTARY SPECIAL PROVISIONS .....	1 THROUGH 21
<a href="#">[PROJECT MANAGER TO PROVIDE TOC FROM THIS POINT FORWARD]</a>	
<b><u>PART 2 - SPECIAL PROVISIONS - CONSTRUCTION MATERIALS</u></b>	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	
<b><u>PART 3 - SPECIAL PROVISIONS - CONSTRUCTION METHODS</u></b>	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	
<b><u>PART 4 - SPECIAL PROVISIONS - TECHNICAL</u></b>	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	
<b><u>PART 5 - SPECIAL PROVISIONS - TECHNICAL</u></b>	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	
<b><u>PART 6 - SPECIAL PROVISIONS - TECHNICAL</u></b>	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	
<b><u>PART 7 - SPECIAL PROVISIONS - TECHNICAL</u></b>	
DIVISION 01 GENERAL REQUIREMENTS	
<a href="#">TO BE PROVIDED BY PROJECT MANAGER</a>	
DIVISIONS 02 THROUGH 16	
<a href="#">TO BE PROVIDED BY DESIGNER</a>	

# CONTRACT PROCESSING PRODUCTION



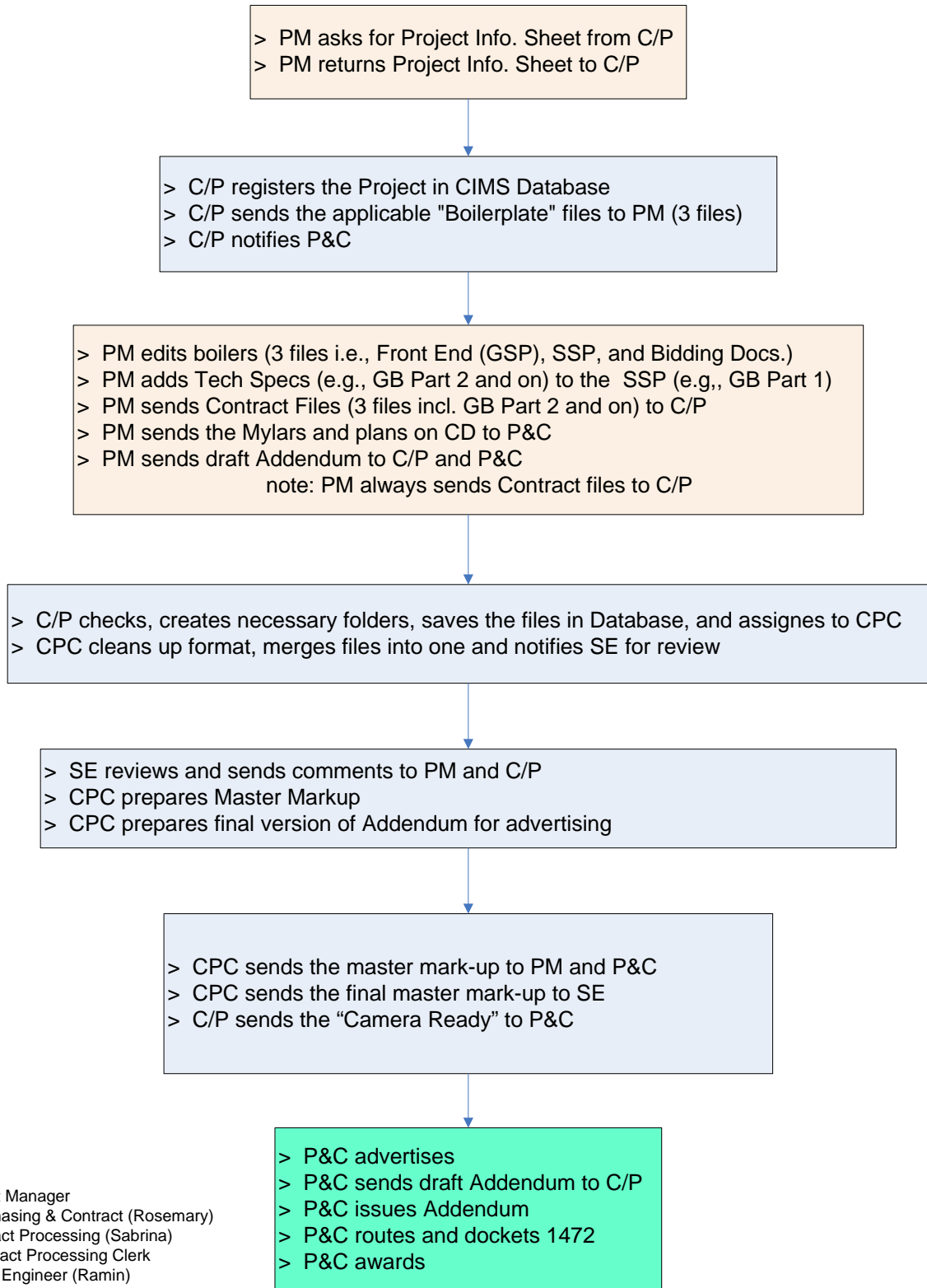
## Abbreviations:

PM = Project Management/Designer  
 CP = Contract Processing  
 PIS = Project Information Sheet  
 CPC = Contract Processing Clerk  
 SE = Specs. Engineer  
 MM = Master Mark-up  
 P&C = Purchasing & Contracting  
 CR = Camera Ready (AKA Ready-to-List)

## Note:

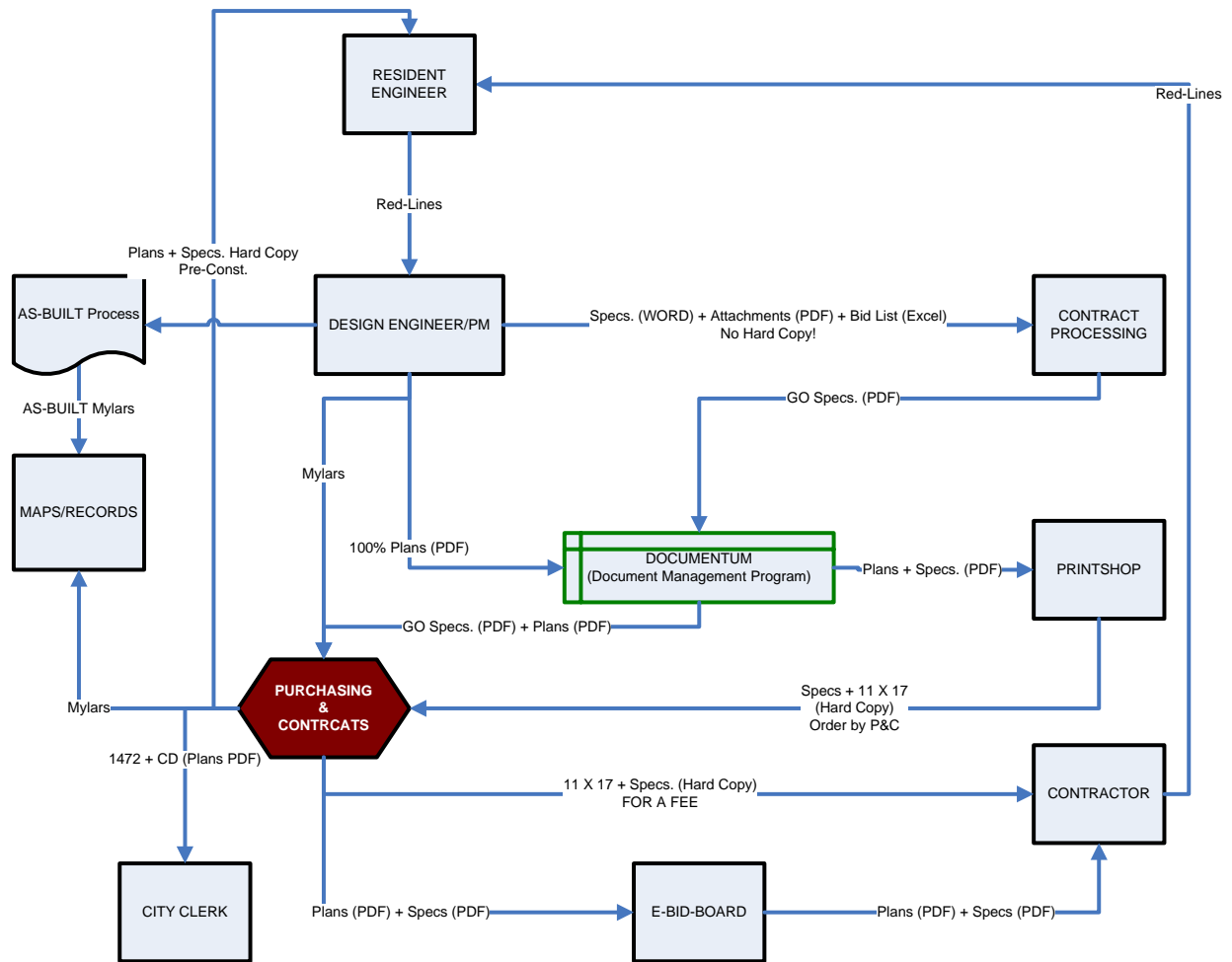
Every Review may come back with comments and cause loop back and delays.

## CONTRACT PROCESSING GENERAL SUMMARY OF WORK FLOW AND RESPONSIBILITIES





## Digital Contract Processing – CIP Projects



# **CONTENTS AND ORGANIZATION OF CONTRACT PROVISIONS**

FAU BOILER

## **SECTION**

## **PAGE**

### **CHAPTER 1 – REQUIRED DOCUMENTS SCHEDULE**

1. Required Document Schedule

### **CHAPTER 2- BIDDING INFORMATION**

2. NOTICE INVITING BIDS
3. INSTRUCTION TO BIDDERS
4. LOCATION MAP

### **CHAPTER 3 – EOC/SCOP**

#### **EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS**

1. WORK FORCE REPORT (ATTACHMENT AA-1)
2. WORK FORCE REPORT (ATTACHMENT AA-2)
3. WORK FORCE REPORT (ATTACHMENT AA-3)
4. MONTHLY EMPLOYMENT REPORT (ATTACHMENT BB)
5. MONTHLY INVOICING REPORT (ATTACHMENT CC)

SUBCONTRACTING OUTREACH PROGRAM (if applicable)

### **CHAPTER 4 - DOCUMENTS TO BE EXECUTED BY BIDDERS**

#### **BIDDING DOCUMENTS**

1. Proposal
2. Proposal to the City of San Diego
3. Guaranty
4. Certification with Regard to the Performance of Previous Contracts or Subcontracts
5. Subject to the Federal Opportunity Clause and the Filing of Required Reports
6. List of Subcontractors
7. Named Equipment/Material Supplier List
8. Public Contract Code Section 10162 - Questionnaire
9. Public Contract Section 10232 - Statement
10. Public Contract Code 10285.1 Statement

11. Non-Collusion Affidavit (Title 23, United States Code, Section 112 and
12. Public Contract Code Section 7106)
13. Important Notice
14. Local Agency Bidder-DBE (Construction Contracts) – Information
15. Federal –Aid Highway Construction Contractor’s Annual EEO Report
16. Monthly DBE Trucking Verification
17. Final Report of Utilization of Disadvantaged Businesses
18. Disadvantaged Business Enterprises (DBE) Certification Status Change
19. Lobby Prohibition, Certification and Disclosure
20. Certification Regarding Lobbying
21. Disclosure of Lobbying Activities
22. Title 49, Code of Federal Regulations, Part 29 - Debarment and Suspension Certification
23. Bid Bond
24. Contract (Agreement)
25. Faithful Performance Bond and Labor and Materialmen’s Bond
26. Contract Forms (Continued)
27. Certificate of Insurance (Worker’s Compensation)
28. Insurance Endorsement
29. Certificate of Insurance (Liability)
30. Insurance Endorsement (Liability)

## **CHAPTER 5 - STANDARD SPECIFICATIONS SUPPLEMENTS**

This CHAPTER contains City generated supplements to Sections 1 through 12 of the Standard Specifications. Do not edit CHAPTER 5 except as permitted by P&C and E&CP instructions.

- SECTION 1. Definitions and Terms
- SECTION 2. Proposal Requirements and Conditions
- SECTION 3. Award and Execution of Contract
- SECTION 4. Scope of Work
- SECTION 5. Control of Work
- SECTION 7. Legal Relations and Responsibilities
- SECTION 8. Prosecution and Progress
- SECTION 9. Measurement and Payment
- SECTION 10. Miscellaneous
- SECTION 11. Mobilization
- SECTION 12. Construction Area Traffic Control Devices

## **CHAPTER 6 - BLANK**

## **CHAPTER 7 - BLANK**

## **CHAPTER 8 – MATERIALS**

This CHAPTER is used to avoid repeating the material specification in many items of work. CHAPTER 8 also includes a list of materials that will be furnished by the Agency to the Contractor for installation on the project, and allowable substitutions of non-metric materials and products for their metric counterparts.

## **CHAPTER 9 – DESCRIPTION OF BRIDGE WORK**

This CHAPTER is left blank unless there is bridge work within the project.

## **CHAPTER 10 - CONSTRUCTION DETAILS**

CHAPTER 10 has three sub-CHAPTERs:

A) 10-1, "General," contains special provisions that apply to the project and are typically covered by Sections 13 through 95 of the Standard Specifications.

B) 10-2, "Highway Planting and Irrigation Systems," contains special provisions covered by Section 20 of the Standard Specifications.

C) 10-3, "Signal, Lighting, and Electrical Systems," contains special provisions covered by Section 86 of the Standard Specifications.

## **CHAPTER 11 – BLANK**

This CHAPTER is left blank except for the following:

- To replace an entire section of the Standard Specifications, when applicable.
- To add a totally new set of specifications that does not exist or tie to the existing ones in the Caltrans Standard Specifications such as Greenbook supplements.

PM furnishes the special provisions for projects to C/P.

## **CHAPTER 12 – BUILDINGS**

This CHAPTER is left blank unless there is building work on the project. PM furnishes the building work special provisions for projects based on the Standard Specifications or CSI format to C/P.

## **CHAPTER 13 - RAILROAD RELATIONS AND INSURANCE**

This CHAPTER is left blank unless there is railroad involvement on the project. PM furnishes special provisions for this section to the C/P.

## **CHAPTER 14 - FEDERAL REQUIREMENTS**

This CHAPTER is left blank unless federal funding is involved in the project. C/P will insert this section.

1. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS (FR-1 thru FR-16)
2. FEDERAL MINIMUM WAGES

## **CHAPTER 15 - AMENDMENTS TO STANDARD SPECIFICATIONS**

This CHAPTER contains Caltrans generated supplements to the Standard Specifications. Do not edit CHAPTER 6 except as permitted by Caltrans.

1. AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

## **CHAPTER 16 - APPENDICES**

This CHAPTER is used to provide special specifications such as permits and environmental clearance documents. See examples below:

APPENDIX 'A' MITIGATED NEGATIVE DECLARATION REQUIREMENTS  
IMPOSED ON THE CONTRACTOR

APPENDIX 'B' CALIFORNIA COASTAL COMMISSION COASTAL DEVELOPMENT  
PERMIT REQUIREMENTS IMPOSED ON THE CONTRACTOR

APPENDIX 'C' UNITED STATES COAST GUARD BRIDGE PERMIT AMENDMENT  
REQUIREMENTS IMPOSED ON THE CONTRACTOR

APPENDIX 'D' U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION  
CALIFORNIA DIVISION CATEGORICAL EXCLUSION (CE) DOCUMENT #:P53830  
REQUIREMENTS IMPOSED ON THE CONTRACTOR

# **CONTENTS AND ORGANIZATION OF CONTRACT PROVISIONS**

Non-FAU BOILER

## **VOLUME I**

### **1. FRONT END**

- a. NOTICE INVITING BIDS
  - b. INSTRUCTIONS TO BIDDERS
  - c. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL, WAGE RATES, AND APPRENTICES ON PUBLIC WORKS
  - d. WORKER'S COMPENSATION CERTIFICATION
  - e. SECTION C - CONTRACT FORMS
  - f. DRUG-FREE WORKPLACE - CONTRACTOR CERTIFICATION
  - g. AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE - CONTRACTOR CERTIFICATION
  - h. EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS
  - i. EQUAL OPPORTUNITY CONTRACTING PROGRAM - SUBCONTRACTING OUTREACH PROGRAM REQUIREMENTS
  - j. AFFIDAVIT OF DISPOSAL
  - k. PHASE FUNDING SCHEDULE (if applicable)
2. GB PART 1 SUPPLEMENTARY SPECIAL PROVISIONS (to be provided by PM)
3. GB PART 2 - SPECIAL PROVISIONS - CONSTRUCTION MATERIALS (to be provided by the designer)
4. GB PART 3 - SPECIAL PROVISIONS - CONSTRUCTION METHODS (to be provided by the designer)
5. GB PART 4 - SPECIAL PROVISIONS - TECHNICAL (to be provided by the designer)
6. GB PART 5 - SPECIAL PROVISIONS - TECHNICAL (to be provided by the designer)
7. GB PART 6 - SPECIAL PROVISIONS - TECHNICAL (to be provided by the designer)
8. GB PART 7 - SPECIAL PROVISIONS - TECHNICAL (to be provided by the designer)
9. DIVISION 01 GENERAL REQUIREMENTS (to be provided by PM)
10. DIVISIONS 02 THROUGH 16 (to be provided by the designer)

## **VOLUME 2**

### **1. BIDDING DOCUMENTS**

- a. PROPOSAL
- b. BID BOND
- c. NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
- d. PROPOSAL
- e. SUBCONTRACTORS
- f. SUPPLIERS/VENDORS
- g. CERTIFICATION REGARDING COMPLAINTS FILED OR PENDING ALLEGING BIDDER DISCRIMINATION

**“GREENBOOK”  
COMMITTEE**

*Of*

**PUBLIC WORKS STANDARDS, INC.**

**EDITORIAL GUIDELINES**

**November 18, 2004**

**II. General.**

1. *The “Greenbook” follows the American Association of State Highway and Transportation Officials (AASHTO) format. A comparison of the Greenbook to the standard specifications produced by many state highway agencies and the guide specifications produced by AASHTO finds many similarities in organization, structure and content.*
2. *Contractor requirements are written in the imperative mood, passive voice. For example, “Base material shall be compacted to a minimum of 95 percent of the laboratory maximum density.”*
3. *Agency roles and responsibilities are written in the indicative mood, passive voice. For example, “Construction staking will be performed by the Agency.”*
4. *Specifications govern the work to be performed by the contractor, not the contract administration and inspection activities to be performed by the Engineer. Support activities by the Agency or Engineer should only be specified when the Contractor’s activities, sequence of work or schedule could be affected.*
5. *Specifications should not offer choices without specifying a resolution. For example, a specification which states “reinforcing steel shall be Grade 40 or Grade 60” offers the contractor a choice. If either works satisfactorily for the application, there are no ramifications. However; if a specific grade is required, the specifier must so specify in the special provisions, otherwise the Engineer has no basis of rejection of one grade or the other. A better phrase would be “Reinforcing steel shall be either Grade 40 or Grade 60 as shown on the Plans or specified in the Special Provisions.” This phraseology alerts the designer and/or specifier to the need to specifically identify which grade is required.*
6. *Specifications must establish a basis of bidding without requiring the contractor to make assumptions.*
7. *Specifications must establish a basis of acceptance or rejection, i.e. clearly convey what constitutes the work being in conformance with the specifications versus what constitutes the work not being in conformance with the specifications without ambiguity or subjectivity.*
8. *“Method” specifications should not be intermingled with “performance” specifications. “Method” specifications specify requirements for materials and methods of construction by specifying the method, procedure or process to be followed to achieve the specified resulting requirements. Parts 2 through 6 of the Greenbook are, in general, “method” specifications. An example would be asphalt concrete. Part 2 contains specifications for aggregates, paving asphalt, and production. Part 3 contains specifications for placement. “Performance” specifications*

specify performance requirements for materials, components and/or constructed work. If the performance parameters specified are not met, the material, component or constructed work is not in conformance with the specifications. Intermingling of “method” and “performance” requirements within the same subsection introduces the possibility of a conflict between the two. If the methods or materials specified do not result in the performance specified, the specifications have not been met. However; if the methods are flawed or deficient, achieving the performance requirements specified may be impossible. The contrary may also occur. The performance requirements may be achieved, but only through a revision to the method and/or material requirements specified.

9. *Do not repeat what is already specified in another subsection.* Include a cross reference to the subsection to be incorporated. Example: “Portland Cement Concrete shall conform to 201.”
10. *Three decimal point rule:* The Greenbook format currently uses a maximum of two decimal points. A maximum of three decimal points may be used. Follow this rule when preparing Special Provisions. Use decimal points as appropriate to structure subsections.

### **III. Terms.**

1. Do not use conditional tense such as “might”, “may”, “could”, or “should”.
2. Use words in the active voice, most commonly “shall.”
3. Use the word “shall” only for requirements of the contractor
4. Use the word “will” only for decisions or actions of the Agency or the Engineer.

### **IV. Definitions.**

1. Definitions must conform to those specified in 1-2.
2. Defined terms, when used as they are defined, are capitalized, e.g. the “Engineer”, the “Plans.”
3. Add definitions to 1-2 as appropriate as part of a change.
4. If a term with a specific meaning is used repetitively, it should be added to 1-2 as a definition.
5. Terms should not be defined within a specification, only in 1-2.

### **V. Abbreviations.**

1. Abbreviations must conform to those specified in 1-3.
2. Abbreviations should be added to 1-3 as appropriate as part of a change.
3. Abbreviations do not contain periods.
4. Abbreviations contain only capitalized letters.

### **VI. Units of Measure.**

1. Units of measure must conform to 1-4.

### **VII. Phraseology.**

#### **1. Phrases which should be used:**

- a. “... as shown on the Plans ...”
- b. “... as specified in the Special Provisions ...”
- c. “... shall conform to ...”
- d. “... conforming to ...”



## **2. Phrases which should not be used:**

- a. "... as directed by the Engineer..."
- b. "... as determined by the Engineer ..."
- c. "... unless otherwise directed by the Engineer ..."

## **VIII. Section/Subsection Structure.**

- 1. Section vs. Subsection. Section = number only (i.e. 301).  
Subsection = number + hyphen + number, or number + hyphen + number(s) + decimal point (i.e. 301-2, 301-2.2 or 302-5.2.3).
- 2. Each subsection should begin with a subsection entitled "General."
- 3. "General" subsections should begin with an overall description of what is being specified in the subsection in the first paragraph. The second and additional paragraphs may contain general requirements. Technical or unique requirements should be addressed in specific subsections.
- 4. Subsections which cross reference material requirements in Part 2 or which contain material requirements should follow the "General" subsection.
- 5. Subsections after those specifying or cross referencing material requirements should be presented in an orderly, systematic manner which generally follows the sequence of construction such that the topic is covered in an orderly, systematic manner.
- 6. A subsection covering measurement must be included in all subsections which cover measurable work such as base material, asphalt concrete pavement, etc.
- 7. A subsection covering payment must be included at the end of all subsections which cover work to be constructed. Payment for incidental work or appurtenant work must also be addressed. Provisions must be thorough, in particular for items to be paid for on a lump sum basis.
- 8. Do not include measurement and payment subsections in subsections which cover materials only such as Part 2. Refer to 2-6. Materials are never specified as "furnish only." Materials are incorporated into the various items of the Work.